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## THE HONORABLE MAXINE M. CHESNEY

## *Attorneys for Defendants*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ENVIRONMENTAL PROTECTION ) Case No. 13-cv-02293-MMC  
INFORMATION CENTER, )  
Plaintiff, )  
vs. )  
STAFFORD LEHR, CHARLTON H. BONHAM )  
S.M.R. JEWELL, MICHAEL L. CONNOR, )  
DAVID MURILLO, U.S. BUREAU OF )  
RECLAMATION, )  
Defendants, )  
HOOPA VALLEY TRIBE, YUROK TRIBE, )  
Defendant-Intervenors. )  
**STIPULATION REGARDING**  
**CLAIMS FOR ATTORNEYS' FEES**  
**AND [PROPOSED] ORDER**

1        This Stipulation to resolve the claim for attorneys' fees, costs, and other expenses in this  
2 matter is made between Plaintiff Environmental Protection Information Center ("EPIC"), State  
3 Defendants Stafford Lehr and Charlton H. Bonham ("State Defendants"), Federal Defendants U.S.  
4 Bureau of Reclamation, S.M.R. Jewell, Michael L. Connor, and David Murillo ("Federal  
5 Defendants"), and Defendant-Intervenors Hoopa Valley Tribe and Yurok Tribe.

6        In support of this stipulation, the stipulating parties state as follows:

7        WHEREAS, on May 20, 2013, EPIC filed this lawsuit, alleging that Federal Defendants and  
8 State Defendants have violated and are in violation of the ESA, based upon operations of the Trinity  
9 River Hatchery and effects on coho salmon in the Trinity River Basin; and

10       WHEREAS, the parties requested that the Court order them into mediation, and the Court did  
11 so, with the assistance of Magistrate Judge Nandor J. Vadas; and

12       WHEREAS, the parties then reached agreement in principle as to settlement of this suit; and

13       WHEREAS, the parties negotiated a Consent Decree and filed it with the Court on April 25,  
14 2014; and

15       WHEREAS, the Court entered an Order adopting the Consent Decree on April 28, 2014; and

16       WHEREAS, the Consent Decree provides: "Federal Defendants and State Defendants shall  
17 pay EPIC's reasonable attorneys' fees, costs, and other expenses (as allowed under section 11(g)(4)  
18 of the [Endangered Species Act]) in an amount to be agreed upon by these parties . . . ."; and

19       WHEREAS, counsel for EPIC and for State Defendants and Federal Defendants have  
20 subsequently engaged in good faith and confidential settlement negotiations concerning EPIC's  
21 claims for attorneys' fees, costs, and other expenses; and

22       WHEREAS, EPIC, State Defendants and Federal Defendants have reached a settlement of  
23 EPIC's claims for attorneys' fees, costs, and other expenses.

24       NOW THEREFORE, in the interests of judicial economy and to avoid the need for a motion  
25 for attorneys' fees, costs, and other expenses, EPIC, State Defendants, Federal Defendants, and  
26 Defendants-Intervenors Hoopa Valley Tribe and Yurok Tribe for good and valuable consideration,  
27 the adequacy of which is hereby acknowledged, hereby STIPULATE AND AGREE AS  
28 FOLLOWS:

1       1. State and Federal Defendants shall pay EPIC's reasonable attorneys' fees and costs,  
2 pursuant to Section 11(g) of the Endangered Species Act, 16 U.S.C. § 1540(g), in the amount of  
3 \$175,000.00, payable to the IOLTA client trust account of the Western Environmental Law Center.  
4 Specifically, Federal Defendants will pay \$160,000.00 and State Defendants will pay \$15,000.00.

5       2. EPIC agrees to provide written notice to Federal Defendants of the form in which it  
6 elects to receive the funds, including all information necessary for defendants to process the  
7 disbursement (including the payee's tax identification number), as soon as possible upon an Order of  
8 the Court approving this Stipulation.

9       3. Federal Defendants agree to submit all necessary paperwork for the processing of the  
10 attorneys' fees award to the Department of the Treasury's Judgment Fund Office, pursuant to 16  
11 U.S.C. § 1540(g), within ten (10) business days of a court order approving this stipulation, provided  
12 Plaintiff has submitted the information in paragraph 2.

13       4. EPIC agrees to provide State Defendants with a completed state standard form 204  
14 (payee data record) as soon as possible upon the signing of this Stipulation regarding settlement.

15       5. This Stipulation resolves all claims for attorneys' fees, costs, and/or other expenses  
16 related to this action.

17       6. EPIC agrees to accept payment of \$175,000.00 in full satisfaction of any and all  
18 claims for attorneys' fees, costs, and other expenses of litigation to which EPIC is entitled in the  
19 above-captioned litigation, through and including the date of this agreement.

20       7. EPIC agrees that receipt of this amount from State and Federal Defendants shall  
21 operate as a release of EPIC's claims for attorneys' fees, costs, and other expenses in this matter,  
22 through and including the date of this agreement.

23       8. Nothing in this agreement shall be interpreted as, or shall constitute, a requirement  
24 that Federal Defendants are obligated to pay any funds exceeding those available, or take any action  
25 in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other appropriations law.

26       9. By this agreement, State and Federal Defendants do not waive any right to contest  
27 fees claimed by EPIC or EPIC's counsel, including the hourly rates, in any future litigation, or  
28 continuation of the present action. Further, this stipulation as to attorneys' fees, costs, and other

expenses has no precedential value and shall not be used as evidence in any other attorneys' fees litigation.

10. The parties agree that this Stipulation was negotiated in good faith. By entering into this agreement the parties do not waive any claim or defense.

11. The undersigned representatives of each party certify that they are fully authorized by the party or parties they represent to agree to the Court's entry of the terms and conditions of this agreement and do hereby agree to the terms herein.

12. The terms of this agreement shall become effective upon entry of this stipulation as an Order by the Court.

Date: August 5, 2014.

Respectfully submitted,

SAM HIRSCH  
Acting Assistant Attorney General  
U.S. Department of Justice  
Environment & Natural Resources Division  
SETH M. BARSKY, Chief  
S. JAY GOVINDAN, Assistant Chief

/s/ Ethan Carson Eddy  
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/s/ Marc N. Melnick (as authorized)  
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Deputy Attorney General

*Attorneys for State Defendants*

/s/ Thomas Schlosser (as authorized)  
**THOMAS P. SCHLOSSER**

*Attorney for Defendant-Intervenor Hoopa Valley Tribe*

/s Nathan Voegeli (as authorized)  
**NATHAN VOEGELI**

*Attorney for Defendant-Intervenor Yurok Tribe*

## **E-FILING ATTESTATION**

Pursuant to Civil Local Rule 5.1(i)(3), I attest that Marc Melnick, Peter Frost, Thomas Schlosser, and Nathan Voegeli have concurred in the filing of this document.

/s/ Ethan Carson Eddy  
ETHAN CARSON EDDY

Pursuant to the stipulation of the parties, **IT IS SO ORDERED.**

Dated: August 6 , 2014.

*Mafine M. Chesney*  
Mafine M. Chesney  
UNITED STATES DISTRICT JUDGE